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September 29, 2005

Mr. Charles L. A. Terreni
Chief Clerk/Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

RECEIVED
2005 SEP 29 PM 4:02
SC PUBLIC SERVICE
COMMISSION

**Re: Petition of MCImetro Access Transmission Services, LLC for Arbitration
of Certain Terms and Conditions of Proposed Agreement with Horry
Telephone Cooperative, Inc. Concerning Interconnection and Resale
under the Telecommunications Act of 1996
Docket No. 2005-188-C**

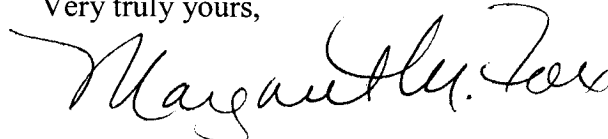
Dear Mr. Terreni:

Enclosed for filing in the above-referenced matter please find an original and ten (10) copies of a Joint Submission of Updated Unresolved Issues Matrix, along with ten (10) copies each of an "Unresolved Issues Matrix" and a "Disputed Language Matrix."

Please clock in a copy of this filing and return it with our courier.

Thank you for your assistance.

Very truly yours,



Margaret M. Fox

MMF/rwm
Enclosures

cc: Parties of Record

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2005-188-C

RE: Petition of MCImetro Access Transmission)
 Services, LLC for Arbitration of Certain Terms)
 and Conditions of Proposed Agreement with)
 Horry Telephone Cooperative, Inc. Concerning)
 Interconnection and Resale under the)
 Telecommunications Act of 1996)
_____)

**CERTIFICATE OF
SERVICE**

SC PUBLIC SERVICE
COMMISSION

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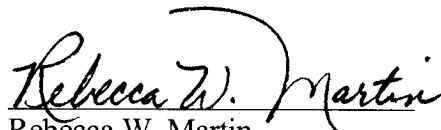
I, Rebecca W. Martin, Secretary for McNair Law Firm, P. A., do hereby certify that I have this date served one (1) copy of the Joint Submission of Updated Unresolved Issues Matrix, one (1) copy of Unresolved Issues Matrix, and one (1) copy of Disputed Language Matrix in the above-referenced matter on the following parties of record by causing said copies to be hand-delivered via Firm courier to the addresses shown below.

Darra W. Cothran, Esquire
Woodward Cothran & Herndon
1200 Main Street, Suite 600
Columbia, South Carolina 29201

Shannon B. Hudson, Esquire
South Carolina Office of Regulatory Staff
1441 Main Street, Suite 300
Columbia, South Carolina 29201

I further certify that the below party of record has this date been served one (1) copy of the Joint Submission of Updated Unresolved Issues Matrix, one (1) copy of Unresolved Issues Matrix, and one (1) copy of Disputed Language Matrix via the United States Postal Service, first class postage prepaid and affixed thereto, and addressed as shown below.

Kennard B. Woods, Esquire
Friend, Hudak & Harris, LLP
Suite 1450
Three Ravinia Drive
Atlanta, Georgia 30346-2117


Rebecca W. Martin
McNair Law Firm, P.A.
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September 29, 2005

Columbia, South Carolina

FILE COPY

**BEFORE THE
PUBLIC SERVICE COMMISSION of
SOUTH CAROLINA**

DOCKET NO. 2005-188-C

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COMMISSION

In Re: Petition of MCImetro Access Transmission)
Services, LLC for Arbitration of Certain Terms)
and Conditions of Proposed Agreement with)
Horry Telephone Company, Concerning)
Interconnection and Resale under the)
Telecommunications Act of 1996)
_____)

JOINT SUBMISSION OF UPDATED UNRESOLVED ISSUES MATRIX

Horry Telephone Cooperative, Inc. ("HTC") and MCImetro Access Transmission Services, LLC ("MCI") respectfully and jointly submit the attached Unresolved Issues Matrix, which sets forth the issues and the parties' respective positions on the issues under the following headings:

Serving Customers Directly vs. Indirectly: Issue Nos. 2, 4(a), 7, 9

ISP-Bound Traffic/Virtual NXX: Issue Nos. 3, 4(b), 5

Reciprocal Compensation Rate: Issue No. 10

Calling Party Identification (CPN/JIP): Issue Nos. 1, 6, 8

In addition to the Unresolved Issues Matrix, we have enclosed a Disputed Language Matrix for the Commission's convenience. The two matrices are the same, except the first lists the parties' respective positions on each issue, and the second contains the parties' respective proposed contract language for each issue.

Respectfully submitted this 29th day of September, 2005.

By: Margaret M. Fox

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ATTORNEYS FOR MCIMETRO ACCESS
TRANSMISSION SERVICES, LLC

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Horry - MCI metro ARBITRATION -- UNRESOLVED ISSUES MATRIX
Public Service Commission of South Carolina Docket No. 2005-188-C

FILE COPY

2005 SEP 29 PM 4: 09

I. Serving Customers Directly vs. Indirectly - (Issues 2, 4(a), 7, 9)

Issue #	Sec.	§ #	UNRESOLVED ISSUE	MCI POSITION	HORRY POSITION
2	GT&C, Glossary	2.17	Should End User Customer be defined as only customers directly served by the Parties to the contract?	No. End User Customers may be directly or indirectly served. The Act expressly permits either direct or indirect service. (See Issue 4(a)).	Yes. This agreement is limited in scope to the intral ATA traffic exchanged between customers of one Party and the customers of the other Party. Other carriers that provide local exchange services to customers and wish to exchange traffic with Horry must establish their own interconnection or traffic exchange agreements with Horry.
4(a)	Interconnection	1.1	Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LAT A to be covered by this agreement?	(a) No. See issue #2 above. End User Customers may also be indirectly served by the Parties. The same "directly or indirectly" language is used in section 2.22 of Horry's model contract for defining interexchange customers.	(a) The traffic governed by this agreement is for telecommunications service provided by either Party to end user customers.
7	Interconnection	3.1	Does the contract need the limit of "directly provided" when other provisions discuss transit traffic, and issue of providing service directly to end users also is debated elsewhere?	No. This language is unnecessary and confusing in light of other provisions of the contract.	Yes. As discussed in Issues 2 and 4(a), third party traffic is not part of this agreement between Horry and MCI.

Horry – MCI metro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

IS SUE #	SEC.	§ #	UNRESOLVED ISSUE	MCI POSITION	HORRY POSITION
9	LNP	1.1	Should the Parties be providing service directly to End Users to port numbers?	<p>No. This is not required for any industry definition of LNP. MCI is certified to do LNP for the End Users that indirectly or directly are on its network. Concerns that some resellers may not be telecommunications carriers or must provide the same type telecommunications services provided prior to the port is an illegal limit on what entities MCI can provide wholesale telecommunications services. The FCC has even allowed IP-Enabled (VoIP) service providers to obtain numbers directly without state certification. See the FCC's CC Docket 99-200 order (Adopted: January 28, 2005; released: February 1, 2005) granting SBC Internet Services, Inc. (SBCIS) a waiver of section 52.15(g)(2)(i) of the Commission's rules. And MCI knows no law requiring that the same type of Telecommunications Service provided prior to the port has to be provided. That is antithetical to the goals of competition.</p>	<p>Yes. The current FCC rules require only service provider portability. Horry's proposed language in the agreement is consistent with Horry's obligations and the FCC's rules regarding number portability.</p>

Horry – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

II. ISP-Bound Traffic / Virtual NXX - (Issues 3, 4(b), 5)

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI POSITION	HORRY POSITION
3	GT&C, Glossary	2.25 2.28 2.34	Is ISP traffic in the Commission's or FCC's jurisdiction in terms of determining compensation when FX or virtual NXX service is subscribed to by the ISP?	See Issue No. 4(b). ISP traffic is in the FCC's jurisdiction and subject to compensation pursuant to its ISP Remand Order as amended by the CoreCom decision. The Texas PUC recently clarified that its order applying access charges to CLEC FX traffic only applied to non-ISP traffic and that the FCC's ISP Remand order applies to all ISP traffic. While MCI believes that it is discriminatory to allow ILECs to rate their FX and virtual NXX traffic as local when CLECs are not allowed to do the same, it will not litigate this issue, as concerns Horry, for non-ISP traffic in light of the Commission's previous decisions. However, MCI reserves the right to have its FX and virtual NXX services rated as local if the FCC preempts the subset of states that have inconsistent rulings on the rating of CLEC FX or virtual NXX services.	The issue in dispute between Horry and MCI is not whether ISP-Bound traffic is in the jurisdiction of the South Carolina Commission or the FCC, as MCI suggests. The issue is what constitutes ISP-bound traffic, especially when the CLEC assigns a virtual NXX as a dial-up ISP number and the ISP is not physically located in Horry's local calling area. Under Horry's proposed language all types of interexchange calls, including dial-up ISP calls using a virtual NXX, are consistent with the Commission's and the FCC's existing rules which exclude all such calls from reciprocal compensation and ISP intercarrier compensation.

Horry – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

Issue #	Sec.	§ #	UNRESOLVED ISSUE	MCI POSITION	HORRY POSITION
4(b)	Interconnection	1.1	Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LAT A to be covered by this agreement?	(b) No. As stated above, ISP-bound traffic is under the FCC's jurisdiction, and it never said its ISP orders do not apply to virtual NXX traffic. FX/ISP provider customers do not have to be physically located in the LAT A to be subject to the ISP Remand Order. The FCC has established a compensation regime for ISP traffic that does not require payment of access charges.	(b) For purposes of this agreement, yes. The physical location of the originating and terminating customer determines the jurisdiction of the call.
5	Interconnection	2.4	Should all intralATA traffic be exchanged on a bill and keep basis or should reciprocal compensation apply when out of balance?	MCI believes reciprocal compensation rates should apply for all ISP-bound traffic. MCI also believes reciprocal compensation rates should apply for non-ISP Local / EAS traffic if out of balance traffic (60/40). MCI believes the recent CoreCom ruling allows it to seek compensation for ISP traffic in new markets.	Compensation for IntralATA Traffic should be in the form of the mutual exchange of services provided by the other Party with no per minute of use billing related to the exchange of such IntralATA Traffic. From the beginning of negotiations, Horry proposed that there be no per minute of use billing for the exchange of IntralATA Traffic under the agreement because such traffic is believed to be roughly balanced. Because MCI is a CLEC and can change business plans at any time in order to serve a certain sub-set of end users customers, it can use regulatory arbitrage to its financial advantage. Horry does not have this flexibility to choose certain customers, because it is a carrier of last resort and has an obligation to provide basic local exchange service to all end user customers within its respective certificated service area.

Horry – MCI metro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

III. Reciprocal Compensation Rate - (Issue 10)

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI POSITION	HORRY POSITION
10	Pricing Attachment	D	What should the reciprocal compensation rate be for out-of-balance Local/EAS or ISP-bound traffic?	This is the rate set forth in the FCC's ISP Remand Order.	As discussed in Issues 3 and 5, there is not a need for a reciprocal compensation rate. In fact, during the entire course of negotiations the Parties never discussed what would be the appropriate reciprocal compensation rate. All of the discussion surrounded if there should even be reciprocal compensation.

Horry – MCImetro ARBITRATION -- UNRESOLVED ISSUES MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

IV. Calling Party Identification (CPN/JIP) - (Issues 1, 6, 8)

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI POSITION	HORRY POSITION
1	GT&C	9.5	Should companies be required to provide JIP (Jurisdiction Information Parameter) information?	No. This is not a mandatory field. The ATIS Network Interconnection Interoperability Forum is still working on rules for carriers choosing to populate this field for VoIP traffic and wireless carriers. The revised instructions for JIP for landline carriers were only released in December. There is only a recognized industry standard to provide CPN currently.	Yes. Horry should have the ability to determine the proper jurisdiction of the calls delivered to its switches. Jurisdiction Information Parameter (JIP) is one of the pieces of information that is available and technically feasible which can support Horry's ability to establish the proper jurisdiction of calls terminating to their networks.
6	Interconnection	2.7.7	Should Parties be required to provide (a) CPN and JIP and (b) pay access charges on all unidentified traffic?	MCI (a) is willing to provide CPN (JIP is an optional SS7 parameter. Other ILECs have not insisted that MCI provide JIP) and (b) believes that all unidentified traffic should be priced at same ratio as identified traffic. A price penalty should not be applied for something MCI does not control. MCI is open to audits and studies by either Party if one or the other thinks the 10% or more of traffic missing CPN information is an effort to avoid access charges.	Yes. In order to properly identify the jurisdiction of the traffic exchanged between the parties, the parties should be required to provide CPN and JIP. The parties should have an incentive to properly identify the jurisdiction of the traffic exchanged between them.
8	Interconnection	3.6	Should Parties have to provide the specified signaling parameters on all calls?	No. Percentages for CPN have been set above and JIP is not mandatory. MCI will agree not to alter parameters received from others, but it cannot commit to more than 90% CPN.	Yes. All signaling parameters are to be included in the signaling information whatever the source.

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I. Serving Customers Directly vs. Indirectly - (Issues 2, 4(a), 7, 9)

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI LANGUAGE	HORRY LANGUAGE
2	GT&C, Glossary	2.17	Should End User Customer be defined as only customers directly served by the Parties to the contract?	A retail business or residential end-user subscriber to Telephone Exchange Service provided directly <u>or indirectly</u> by either of the Parties.	A retail business or residential end-user subscriber to Telephone Exchange Service provided directly by either of the Parties.
4(a)	Interconnection	1.1	Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LATA to be covered by this agreement?	This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act.	This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the LATA. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act.

Horry – MCImetro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI LANGUAGE	HORRY LANGUAGE
7	Interconnection	3.1	Does the contract need the limit of “directly provided” when other provisions discuss transit traffic, and the issue of providing service directly to end users also is debated elsewhere?	Dedicated facilities between the Parties’ networks shall be provisioned as two-way interconnection trunks. The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275	Dedicated facilities between the Parties’ networks shall be provisioned as two-way interconnection trunks, and shall only carry IntraLATA traffic originated or terminated directly between each Parties End User Customers. The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275

Horry – MCImetro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI LANGUAGE	HORRY LANGUAGE
9	LNP	1.1	Should the Parties be providing service directly to End Users to port numbers?	<p>The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits.</p>	<p>The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunications Service provider must directly provide Telephone Exchange Service or resell an end user local exchange service through a third party Telecommunications Service provider to the End User Customer porting the telephone number. The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits. In order for a port request to be valid, the End User Customer must retain their original number and be served directly by the same type of Telecommunications Service subscribed to prior to the port.</p>

Horry – MCImetro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

II. ISP-Bound Traffic / Virtual NXX - (Issues 3, 4(b), 5)

Issue #	SEC.	§ #	UNRESOLVED Issue	MCI LANGUAGE	HORRY LANGUAGE
3	GT&C, Glossary	2.25 2.28 2.34	Is ISP traffic in the Commission's or FCC's jurisdiction in terms of determining compensation when FX or virtual NXX service is subscribed to by the ISP?	<p>INTRALATA TRAFFIC Telecommunications traffic that originates and terminates in the same LATAs, including but not limited to IntralATA toll, ISP bound and Local/EAS. <u>ISP bound traffic will be rated based on the originating and terminating NP4-NXX.</u></p> <p>ISP-BOUND TRAFFIC ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) <u>that may be physically located in the Local/EAS area of the originating End User Customer or has purchased FX service from the CLEC. The FCC has jurisdiction over ISP traffic and sets the rules for compensation for such traffic.</u></p> <p>LOCAL/EAS TRAFFIC Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in ILEC's tariff. <u>ISP-bound traffic may be carried on local interconnection trunks but will be rated based on the originating and terminating NP4-NXX.</u></p>	<p>INTRALATA TRAFFIC Telecommunications traffic that originates and terminates in the same LATA, including but not limited to IntralATA toll, ISP bound and Local/EAS.</p> <p>ISP-BOUND TRAFFIC ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the Local/EAS area of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS area will be considered switched toll traffic and subject to access charges.</p> <p>LOCAL/EAS TRAFFIC Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in ILEC's tariff.</p>

Horry – MCImetro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

Issue #	SEC.	\$ #	UNRESOLVED Issue	MCI LANGUAGE	HORRY LANGUAGE
4(b)	Interconnection	1.1	Should MCI have to provide service (a) only directly to end users and (b) only to End Users physically located in the same LAT A to be covered by this agreement?	This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act.	This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the LAT A. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act.

Horry – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

Issue #	SEC.	\$ #	UNRESOLVED ISSUE	MCI LANGUAGE	HORRY LANGUAGE
5	Interconnection	2.4	Should all intralATA traffic be exchanged on a bill and keep basis or should reciprocal compensation apply when out of balance?	<p>The Parties agree to only route IntralATA Traffic over the dedicated facilities between their networks. InterLATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not a provision of this Agreement. Both Parties agree that compensation for intralATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing <u>if the traffic exchange is in balance. Traffic is considered out-of-balance when one Party terminates more than 60 percent of total Local/EAS traffic exchanged between the Parties. The Parties also agree that the compensation for ISP-bound traffic when out of balance is governed by the FCC's orders on compensation for ISP-bound traffic, specifically (1) the so-call ISP Remand Order Lintercarrier Compensation for ISP-based Traffic, Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)</u> and (2) <u>the modifications to that order made in the FCC's decision on Core Communications' forbearance request (Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. Paragraph 161 (c) from Application of the ISP Remand Order, WC Docket No. 03-171, released October 18, 2004). Traffic studies may be requested by either party to determine whether traffic is out of balance. Such traffic studies will not be performed more than four times annually. Should a traffic study indicate that Local/EAS/ISP-bound traffic exchanged is out-of-balance, either Party may notify the other Party that mutual compensation between the Parties will commence in the following month. The Parties agree that charges for termination of Local/EAS and ISP-bound Traffic on each Party's respective networks are as set forth in the Pricing Attachment.</u></p>	<p>The Parties agree to only route IntralATA Traffic over the dedicated facilities between their networks. InterLATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not a provision of this Agreement. Both Parties agree that compensation for IntralATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing related to exchange of such traffic issued by either Party except as otherwise provided in this Agreement.</p>

Horry – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

III. Reciprocal Compensation Rate - (Issue 10)

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI LANGUAGE	HORRY LANGUAGE
10	Pricing Attachment	D	What should the reciprocal compensation rate be for out-of-balance Local/EAS or ISP-bound traffic?	<u>\$0.0007</u>	(No rate, traffic exchanged on bill and keep basis)

Horry – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

IV. Calling Party Identification (CPN/JIP) - (Issues 1, 6, 8)

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI LANGUAGE	HORRY LANGUAGE
1	GT&C	9.5	Should companies be required to provide JIP (Jurisdiction Information Parameter) information?	The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including originating signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.	The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including the JIP and originating signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

Horry – MCI metro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI LANGUAGE	HORRY LANGUAGE
6	Interconnection	2.7.7	Should Parties be required to provide (a) CPN and JIP and (b) pay access charges on all unidentified traffic?	<p>If either Party fails to provide accurate CPN (valid originating information) <u>or</u> Jurisdiction Information Parameter (“JIP”) on at least ninety percent (90%) of its total originating INTRALATA Traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. <u>All unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic.</u> The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.</p>	<p>If either Party fails to provide accurate CPN (valid originating information) <u>and</u> Jurisdiction Information Parameter (“JIP”) on at least ninety percent (90%) of its total originating INTRALATA Traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. <u>The remaining ten percent (10%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety (90%) of identified traffic.</u> If the unidentified traffic exceeds ten percent (10%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to LEC’s applicable access charges. The originating Party will provide to the other Party, upon request, information to demonstrate that Party’s portion of traffic without CPN or JIP traffic does not exceed ten percent (10%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.</p>

Horry – MCImetro ARBITRATION – DISPUTED LANGUAGE MATRIX

Public Service Commission of South Carolina Docket No. 2005-188-C

Issue #	SEC.	§ #	UNRESOLVED ISSUE	MCI LANGUAGE	HORRY LANGUAGE
8	Interconnection	3.6	Should Parties have to provide the specified signaling parameters on all calls?	Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate Calling Party Number and destination called party number, etc.) pursuant 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be <u>passed along as received</u> , including CPN, JIP, Originating Line, Calling party category, Charge Number, etc. All privacy indicators will be honored.	Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate Calling Party Number, JIP , and destination called party number, etc.) pursuant 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Calling party category, Charge Number, etc. All privacy indicators will be honored.